

REMARKS

The non-final Office Action of June 1, 2007 has been carefully reviewed and these remarks are responsive thereto. Claims 1-3, 5, 13-14, 16, 54-69, and 79-81 have been amended, no claims have been cancelled, and no new claims have been added. Claims 1-5, 8, 13-16, and 52-82 remain pending in this application. Reconsideration and allowance of the instant application are respectfully requested.

Preliminarily, Applicants note with appreciation the courtesies extended by Examiner Plucinski to Mr. Glembocki during the interview of July 26, 2007, and subsequently via electronic mail. The following addresses various items discussed at the interview.

Rejections Under 35 U.S.C. § 102

Claims 1, 5, 7, 8, 13-16, 52-58, 60, 61, 63, 65, 68, 69, 71 and 73-82 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 2003/0236739 (*Borgeson*). Applicants respectfully traverse this rejection for at least the following reasons.

Amended claim 1 recites a system comprising a plurality of entities registered with the system, and a server at a second entity configured to transmit an electronic booking request to at least a first entity of said plurality of entities, “wherein a rate has been agreed upon prior to the transmission of the electronic booking request.” The Office Action alleges on page 3 that *Borgeson* discloses agreeing on a price prior to the submission of an electronic booking request. Applicants respectfully disagree with this characterization of *Borgeson*. Specifically, the Office Action argues in paragraph 3(b)(ii), that *Borgeson* discloses submitting an electronic booking request in steps 6-9 of FIG. 4A. Then, the Office Action argues in paragraph 3(b)(v) that *Borgeson* discloses agreeing on a price in FIG. 4B (i.e., steps 14-17). However, steps 14-17 of FIG. 4B always occur after steps 6-9 of FIG. 4A in *Borgeson*, in contrast to amended claim 1 which recites, “wherein a rate has been agreed upon prior to the transmission of the electronic booking request.” (Emphasis added) Thus, assuming *arguendo*, that *Borgeson* discloses each of these steps as the Examiner argues, *Borgeson* still does not teach or suggest wherein agreeing on a rate occurs prior to the transmission of the electronic booking request. Accordingly, amended claim 1 is not anticipated by *Borgeson*.

Additionally, the Office Action on page 4 alleges that *Borgeson* anticipates claim 1 because “the price being agreed upon is not being done by the server, it is done outside of

system, therefore the server itself is not effected by this limitation...” Applicants respectfully disagree. Assuming *arguendo* that the server is not involved in agreeing to a rate, the system of claim 1 also recites a plurality of entities that are registered with the system, at least one of which would be involved in agreeing on the rate. Thus, the feature “wherein a rate has been agreed upon prior to the transmission of the electronic booking request,” is related to the structure of the system recited in claim 1.

Independent claims 13, 68, and 69 have each been amended to recite at least one similar limitation as referred to above with respect to claim 1, and are thus allowable for at least the same reasons as claim 1. Dependent claims 5, 8, 14-16, 52-58, 60, 61, 63, 65, 71, and 73-82 are allowable for at least the same reasons as their respective base claims, and further based on the additional features recited therein.

Rejections Under 35 U.S.C. § 103

Claims 59, 62, 64, 66, 67, 70 and 72 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Borgeson*. Claims 2-4 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Borgeson* in view of U.S. Patent No. 6,970,825 (*Altendahl*). Applicants respectfully traverse these rejections for at least the following reasons.

As discussed above, *Borgeson* does not teach or suggest “wherein a rate has been agreed upon prior to the transmission of the electronic booking request,” as recited in claim 1. *Altendahl* fails to overcome this deficiency of *Borgeson*, in that *Altendahl* also does not teach or suggest agreeing to a rate prior to transmission of an electronic booking request. Therefore, neither *Borgeson* nor *Altendahl*, alone or in combination, teaches or suggests all of the features of the amended independent claims 1, 13, 68, and 69. Accordingly, dependent claims 59, 62, 64, 66, 67, 70 and 72 are not obvious in view of the cited references for at least the same reasons as their respective independent claims, as well as based on the additional features recited therein.

CONCLUSION

All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the examiner is invited to contact the undersigned at (202) 824-3324.

Respectfully submitted,

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